

**U.S. BANKRUPTCY COURT  
District of South Carolina**

Case Number: **21-00825-hb**

**ORDER OVERRULING OBJECTION TO PLAN**

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

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**FILED BY THE COURT  
07/14/2021**



  
John E. Banner  
Chief US Bankruptcy Judge  
District of South Carolina

Entered: 07/14/2021

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

IN RE:

Evelyn K Harris,

Debtor(s).

C/A No. 21-00825-HB

Chapter 13

**ORDER OVERRULING  
OBJECTION TO PLAN**

**THIS MATTER** is before the Court to consider confirmation of the Chapter 13 plan filed by Debtor Evelyn K Harris<sup>1</sup> and the objection thereto of TitleMax of South Carolina, Inc.<sup>2</sup> The controversy involves a 2008 Nissan Titan that secures a non-purchase money loan. The vehicle was repossessed several days prior to the filing of this Chapter 13 case. Debtor seeks return of the vehicle<sup>3</sup> and her plan proposes payment of TitleMax's secured claim, as valued pursuant to 11 U.S.C. §§ 506(a)(1) and 1325(a)(5) with interest.<sup>4</sup> Thus, Debtor proposes to pay less than the full amount of the contractual obligation.<sup>5</sup> TitleMax asserts the Debtor must pay the full contractual amount due to exercise her right of redemption and recover the repossessed property. The Chapter 13 Trustee supports confirmation of the plan.

For the reasons stated on the record, and after a careful review of applicable authorities, the Court finds that the plan provisions regarding TitleMax are appropriate, and the objection must be overruled. *See In re Keisler*, C/A No. 17-03304, 2017 WL 4685000 (Bankr. D.S.C. Oct. 16, 2017). The plan otherwise meets the requirements for confirmation and the Court will issue a separate order confirming the plan.

**AND IT IS SO ORDERED.**

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<sup>1</sup> ECF No. 7, filed Mar. 24, 2021 (plan) and ECF No. 20, filed Jun. 25, 2021 (plan payment change stipulation).

<sup>2</sup> ECF No. 14, filed May 11, 2021.

<sup>3</sup> C/A No. 21-80036-HB.

<sup>4</sup> *See Till v. SCS Credit Corp.*, 541 U.S. 465 (2004).

<sup>5</sup> The contract requires 132.24% annual interest. The loan disclosures indicate that the original loan of \$8,964.34, if repaid over 48 months, would require payments totaling \$47,722.33.